

06-15-01

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06-26-2001

Form PTO-1594 (Rev. 6-93)

RECORDATION FORM COVER SHEET

OMB No. 0651-0011 (exp. 4/94)

TRADEMARKS ONLY



COMMERCE
mark Office
thereof

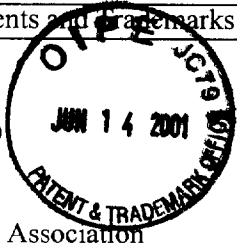
To the Honorable Commissioner of Patents and Trademarks: Please record

101760414

1. Name of conveying party(ies):

Select Comfort Corporation6105 Trenton Lane North, Suite 100
Minneapolis, MN 55442-3240

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation: State of Minnesota
☐ Other 6-14-01



2. Name and address of receiving party(ies):

St. Paul Venture Capital VI, LLC10400 Viking Drive
Suite 550
Eden Prairie, MN 55344

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation: State of
☒ Other a Delaware limited liability company

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: June 6, 2001

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
 (Designations must be a separate document from assignment)

4. Application number(s) or trademark number(s), and identification or description of the mark(s):

A. Trademark Application No(s). and description

B. Trademark Registration No(s). and description

See attached Annex**See attached Annex**

5. Name and address of party to whom correspondence concerning document should be mailed:

Gary S. Weinstein
 FAEGRE & BENSON LLP
 2200 Wells Fargo Center
 90 South Seventh Street
 Minneapolis, MN 55402-3901

6. Total number of applications and registrations involved: 36

7. Total fee (37 CFR 3.41) \$915.00

- ☒ Enclosed (via Credit Card Payment Form)
☒ Authorized to be charged to deposit account for underpayment

8. Deposit Account number: 06-0029

06/26/2001 LMUELLER 00000050 73785220

01 FC:481 40.00 OP
 02 FC:482 875.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Gary S. Weinstein, #42,217
 Name of person signing

Signature

June 14, 2001
 Date

Total number of pages including cover sheet, attachments, and document: 14

Mail documents to be recorded with required cover sheet information to:
Director - U.S. Patent and Trademark Office, Box Assignments
Washington, D.C. 20231



ANNEX TO TRADEMARK RECORDATION COVER SHEET - SECTION 4

TrademarkName	Country	Status	App No.	FileDate	Reg. No.	RegDate
SELECT COMFORT	US	Registered	73/785,220	07-Mar-1989	1581562	06-Feb-1990
SELECT COMFORT	US	Registered	73/818,656	11-Aug-1989	1590557	10-Apr-1990
COMFORT CLUB	US	Registered	74/530,831	31-May-1994	2042605	11-Mar-1997
NO COUNTING SHEEP LOGO	US	Registered	74/645,375	13-Mar-1995	1954866	06-Feb-1996
SELECT COMFORT	US	Registered	74/645,357	13-Mar-1995	1976214	28-May-1996
SLEEP INSURANCE	US	Registered	74/646,234	13-Mar-1995	2014463	05-Nov-1996
SELECT COMFORT & DESIGN	US	Registered	74/683,301	02-Jun-1995	1976517	28-May-1996
SLEEP NUMBER	US	Registered	75/247,611	25-Feb-1997	2149899	07-Apr-1998
SLEEP BETTER ON AIR	US	Registered	75/399,068	02-Dec-1997	2301392	21-Dec-1999
AIRGONOMICS	US	Registered	75/495,894	04-Jun-1998	2433884	06-Mar-2001
LUXFOR*	US	Registered	75/552,198	10-Sep-1998	2371668	25-Jul-2000
LUXFOR*	US	Registered	75/551,785	10-Sep-1998	2371665	25-Jul-2000
SLEEPTEC	US	Registered	75/557,243	23-Sep-1998	2365768	11-Jul-2000
BAR and Design	US	Allowed	75/560,494	28-Sep-1998		
SOFT-TOP*	US	Pending	75/589,066	16-Nov-1998		
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SITS LIKE A SOFA, SLEEPS LIKE A BED	US	Registered	75/741,670	25-Jun-1999	2404869	14-Nov-2000
SANCTUARY	US	Allowed	75/758,569	23-Jul-1999		
SELECT COMFORT THE SLEEP SOLUTIONS COMPANY	US	Pending	75/905,865	28-Jan-2000		
THE SLEEP SOLUTIONS COMPANY	US	Pending	75/905,859	28-Jan-2000		
BEDS.COM	US	Pending	75/922,028	17-Feb-2000		
SELECT COMFORT SOFA						
SLEEPFAIRE	US	Pending	76/027,592	12-Apr-2000		
SELECT COMFORT SOFA						
SLEEPFAIRE COLLECTION	US	Pending	76/027,696	12-Apr-2000		
SLEEP NUMBER	US	Pending	76/122,213	05-Sep-2000		
SLEEP NUMBER	US	Pending	78/026,445	18-Sep-2000		
SLEEP NUMBER	US	Pending	78/026,452	18-Sep-2000		
THE SLEEP NUMBER BED BY SELECT COMFORT (STYLIZED)	US	Pending	78/034,208	07-Nov-2000		
THE SLEEP NUMBER STORE BY SELECT COMFORT (STYLIZED)	US	Pending	78/034,211	07-Nov-2000		
DUALITY	US	Pending	78/043,086	13-Jan-2001		
DUOLOFT	US	Pending	78/043,099	13-Jan-2001		
EUROLOFT	US	Pending	78/043,096	13-Jan-2001		
LUXLOFT	US	Pending	78/043,095	13-Jan-2001		
SLUMBERLOFT	US	Pending	78/043,102	13-Jan-2001		
THERMO-CORE	US	Pending	78/043,100	13-Jan-2001		
THERMO-FOAM	US	Pending	78/054,070	20-Mar-2001		



PATENT AND TRADEMARK SECURITY AGREEMENT - PARENT

AGREEMENT made as of this 6th day of June, 2001, by Select Comfort Corporation, a Minnesota corporation (hereinafter called "Debtor"), in favor of St. Paul Venture Capital VI, LLC, a Delaware limited liability company, as collateral agent for the holders of the Notes referred to below (the "Secured Party").

In order to secure the payment of the principal of and interest on the Senior Secured Convertible Notes of Debtor payable to the Purchasers named in Schedule 1 of the Note Purchase Agreement referred to below, as such Schedule 1 is amended or deemed amended from time to time in accordance with the terms of the Note Purchase Agreement (the "Purchasers"), or registered assigns, in the aggregate original principal amount of up to \$12,000,000 (which notes, together with any notes issued in substitution or exchange therefor, are herein collectively called the "Notes"), issued pursuant to the terms of that certain Note Purchase Agreement dated the date hereof among Debtor and the Purchasers (as amended, modified or supplemented from time to time, the "Note Purchase Agreement"), and to secure the payment and performance of each and every other debt, liability and obligation of every type and description which Debtor or any of its Subsidiaries (as defined in the Note Purchase Agreement) may now or at any time hereafter owe to the holders of the Notes, or any of them, under this Agreement, that certain Security Agreement-Parent dated as of the date hereof by Debtor in favor of the Secured Party (the "Security Agreement"), the Note Purchase Agreement or any of the other Transaction Documents (as defined in the Note Purchase Agreement), whether such debt, liability or obligation now exists or is hereafter created or incurred and whether such debt, liability or obligation is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or sole, joint, several or joint and several (the principal of and interest on the Notes, together with all such other debts, liabilities and obligations, being herein collectively called the "Obligations"), the Debtor has granted the Secured Party a security interest in substantially all of its personal property (including without limitation all of its general intangibles) pursuant to the Security Agreement;

As a further condition to entering into the Note Purchase Agreement and the Security Agreement, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Note Purchase Agreement, the Security Agreement and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the recitals hereto, in the Security Agreement or in Note Purchase Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Patents" means all of the Debtor's right, title and interest in and to: (i) patents or applications for patents, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Trademarks" means all of the Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Grant of Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "Security Interest") in, with power of sale to the extent permitted by law, the Patents and the Trademarks to secure payment and performance of the Obligations. As is set forth in greater detail in the Security Agreement, the Security Interest in the Trademarks is coupled with a security interest in substantially all of the assets (other than real property) of the Debtor.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees that:

(a) Existence; Authority. Debtor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Debtor.

(b) Patents. Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof the Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within 60 days provide written notice to the Secured Party with a replacement Exhibit A. which upon acceptance by the Secured Party shall become part of this Agreement.

(c) Trademarks. Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e.,

Trademarks for which there are no applications or registrations) which are not material to the Debtor's or Subsidiaries' business(es). If after the date hereof the Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Debtor's or Subsidiaries' business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) Subsidiaries. As of the date hereof, no Subsidiary owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Patents or Trademarks. If after the date hereof any Subsidiary owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Subsidiary to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such item(s) and cause such Subsidiary to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) Title. To the best of the Debtor's knowledge, the Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all security interests, liens and encumbrances, except the Security Interest and Permitted Liens (as defined in the Note Purchase Agreement) and except as initially disclosed on the relevant exhibit (i.e., replacement exhibits may include exceptions only for newly acquired Patents and Trademarks, not for Patents and Trademarks which were listed on a prior version of the exhibits). The Debtor: (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all security interests, liens and encumbrances, except the Security Interest and Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all security interests, liens and encumbrances, except the Security Interest and Permitted Liens.

(f) No Sale. The Debtor will not sell, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the prior written consent of the Secured Party.

(g) Defense. The Debtor will at its own expense, and using its commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all persons other than the Secured Party and any holders of Permitted Liens.

(h) Maintenance. The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to

letters patent, trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any of said Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) Secured Party's Right to Take Action. If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of 10 days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent said intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent said intended abandonment.

(j) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the highest rate then applicable to any of the Obligations.

(k) Power of Attorney. To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or necessary for the Secured Party, after the occurrence and during the continuance of an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license

under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon final and indefeasible payment and performance of all Obligations.

4. Debtor's Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Note Purchase Agreement or the Security Agreement, shall occur; (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it and such failure shall continue for a period of 15 days after written notice thereof shall have been given by the Secured Party to the Debtor; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time during the continuance thereof, the Secured Party may, at its option, take any or all of the following actions:

- (a) exercise any or all remedies available under the Security Agreement;
- (b) sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks; or
- (c) enforce the Patents and Trademarks and any licenses thereunder, and if the Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of Secured Party shall be cumulative and may be exercised singularly or concurrently, at Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement

shall be given in the manner and with the effect provided in the Note Purchase Agreement. The Secured Party shall not be obligated to preserve any rights Debtor may have against prior parties, to realize on the Patents and the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and the Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Debtor and the Secured Party and their respective successors and assigns (including without limitation any successor Collateral Agent under and as defined in the Note Purchase Agreement), and shall take effect when signed by Debtor and delivered to Secured Party, and Debtor waives notice of the Secured Party's acceptance thereof. Except to the extent otherwise required by law, this Agreement shall be governed by the internal laws of the State of Minnesota. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect, and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement.

IN WITNESS WHEREOF, the Debtor has executed this Agreement as of the day and year first above written.

SELECT COMFORT CORPORATION

By: Mark A. Kimball

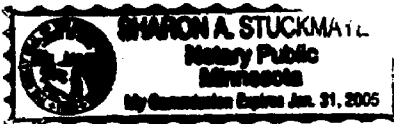
Name: Mark A. Kimball

Title: Senior Vice President

STATE OF Minnesota)

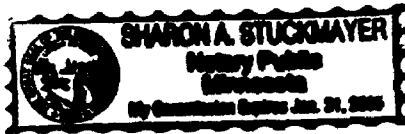
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 6th day of June, 2001, by Mark A. Kimball, the Sr Vice President of Select Comfort Corporation, a Minnesota corporation, on behalf of the corporation.



Sharon A. Stuckmayer

St- Paul Venture - Select Comfort; Patent TM security agreement (5-21).doc
6/6/01 1:39 PM



Country	Status	App. No.	Filing Date	Pat. No.	Issue Date
US	Granted	06/660,537	12-Oct-1984	D300,194	14-Mar-1989
US	Granted	07/001,898	09-Jan-1987	4788729	06-Dec-1988
US	Granted	07/016,566	19-Feb-1987	4766628	30-Aug-1988
US	Granted	07/096,932	14-Sep-1987	4829616	16-May-1989
US	Granted	07/291,987	30-Dec-1988	D313,973	22-Jan-1991
US	Granted	07/304,172	31-Jan-1989	4890344	02-Jan-1990
US	Granted	07/859,866	02-May-1986	4897890	06-Feb-1990
US	Granted	07/325,937	20-Mar-1989	4908895	20-Mar-1990
US	Granted	07/461,304	05-Jan-1990	4991244	12-Feb-1991
US	Granted	07/620,553	03-Dec-1990	5144706	08-Sep-1992
US	Granted	07/807,232	16-Dec-1991	5170522	15-Dec-1992
US	Granted	08/279,120	22-Jul-1994	5564140	15-Oct-1996
US	Granted	29/030,552	01-Nov-1994	D368,475	02-Apr-1996
US	Granted	08/332,833	01-Nov-1994	5509154	23-Apr-1996
US	Granted	08/538,404	19-Sep-1995	5642546	01-Jul-1997
US	Granted	08/536,330	29-Sep-1995	5652484	29-Jul-1997
US	Granted	08/782,058	13-Jan-1997	5765246	16-Jun-1998
US	Granted	08/827,397	27-Mar-1997	5903941	18-May-1999
US	Granted	08/901,144	28-Jul-1997	5904172	18-May-1999
US	Granted	09/253,572	19-Feb-1999	6037723	14-Mar-2000
US	Granted	09/257,404	25-Feb-1999	6202239	20-Mar-2001
US	Granted	09/266,392	11-Mar-1999	6108844	29-Aug-2000
US	Granted	09/266,540	11-Mar-1999	6161231	19-Dec-2000

REDACTED

AU	Granted	1298/1995	01-May-1995	125320	22-Nov-1995
AU	Granted	51371/96	18-Oct-1995	692687	05-Nov-1998
AU	Granted	61961/98	18-Oct-1995	705663	02-Sep-1999
AU	Pending	31840/99	11-Mar-1999		
BR	Pending	PI990.8678-6	11-Mar-1999		
CA	Granted	467284	07-Nov-1984	1245379	22-Nov-1988
CA	Granted	515918	13-Aug-1986	1277783	11-Dec-1990
CA	Granted	598824	05-May-1989	1320717	27-Jul-1993
CA	Granted	602695	13-Jun-1989	1324841	30-Nov-1993
CA	Granted	2012550	19-Mar-1990	2012550	09-Mar-1999
CA	Pending	2035718	05-Feb-1991		
CA	Granted	2060996	11-Feb-1992	2060996	19-Sep-2000
CA	Pending	2204260	18-Oct-1995		
CA	Pending	2232657	19-Sep-1996		
CA	Pending	2243942	28-Jul-1998		
CA	Pending	2323108	11-Mar-1999		
CN	Pending	95196847.5	18-Oct-1995		
CN	Pending	99804721.X	11-Mar-1999		
CZ	Pending	PV1319-97	18-Oct-1995		
EA	Pending	200000925	11-Mar-1999		
EP	Pending	95940626.5	18-Oct-1995		

EP	Published	99913858.9	11-Mar-1999		
FR	Granted	952481	26-Apr-1995	952481	26-Apr-1995
IL	Granted	115759	25-Oct-1995	115759	02-Apr-2000
IL	Pending	127839	30-Dec-1998		
IN	Pending	2000/00190DEL	11-Mar-1999		
JP	Pending	514868/1996	18-Oct-1995		
JP	Pending	535246/2000	11-Mar-1999		
KR	Pending	97-702904	18-Oct-1995		
KR	Pending	2000-7010083	11-Mar-1999		
MX	Granted	9703190	18-Oct-1995	194151	18-Nov-1999
MX	Pending	00-8842	11-Mar-1999		
NO	Pending	972011	18-Oct-1995		
NZ	Granted	297205	18-Oct-1995	297205	08-Jul-1999
NZ	Published	334239	17-Feb-1999		
SG	Granted	9610720-6	28-Sep-1996	71001	20-Mar-2001
SG	Pending	20005040-1	11-Mar-1999		
TW	Granted	84111830	08-Nov-1995	83234	28-Apr-1997
VN	Published	S20000901	11-Mar-1999		

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THE SLEEP SOLUTIONS COMPANY	US	Pending	75/905,859	28-Jan-2000		
BEDS.COM	US	Pending	75/922,028	17-Feb-2000		
SELECT COMFORT SOFA						
SLEEPAIRE	US	Pending	76/027,592	12-Apr-2000		
SELECT COMFORT SOFA						
SLEEPAIRE COLLECTION	US	Pending	76/027,696	12-Apr-2000		
SLEEP NUMBER	US	Pending	76/122,213	05-Sep-2000		
SLEEP NUMBER	US	Pending	78/026,445	18-Sep-2000		
SLEEP NUMBER	US	Pending	78/026,452	18-Sep-2000		
THE SLEEP NUMBER BED BY SELECT COMFORT (STYLIZED)	US	Pending	78/034,208	07-Nov-2000		
THE SLEEP NUMBER STORE BY SELECT COMFORT (STYLIZED)	US	Pending	78/034,211	07-Nov-2000		
DUALITY	US	Pending	78/043,086	13-Jan-2001		
DUOLOFT	US	Pending	78/043,099	13-Jan-2001		
EUROLOFT	US	Pending	78/043,096	13-Jan-2001		
LUXLOFT	US	Pending	78/043,095	13-Jan-2001		
SLUMBERLOFT	US	Pending	78/043,102	13-Jan-2001		
THERMO-CORE	US	Pending	78/043,100	13-Jan-2001		
THERMO-FOAM	US	Pending	78/054,070	20-Mar-2001		
SELECT COMFORT & DESIGN	AR	Registered	1999940	13-Sep-1995	1608546	29-Jul-1996
SELECT COMFORT	AR	Registered	1999941	13-Sep-1995	1696789	23-Oct-1998
SLEEP NUMBER	AU	Pending	868055	05-Mar-2001		
SELECT COMFORT	BX	Registered	804892	15-Oct-1993	541901	01-Sep-1994
SELECT COMFORT & DESIGN	BX	Registered	859910	22-Nov-1995	589393	02-Dec-1996

SELECT COMFORT	CA	Registered	638752	17-Aug-1989	375518	09-Nov-1990
SELECT COMFORT & DESIGN	CA	Registered	797954	22-Nov-1995	504986	03-Dec-1998
THE AIR BED COMPANY	CA	Published	1026976	25-Aug-1999		
BEDS.COM	CA	Pending	1071484	17-Aug-2000		
SLEEP NUMBER	CA	Pending	1094806	05-Mar-2001		
THE SLEEP NUMBER STORE BY						
SELECT COMFORT (STYLIZED)	CA	Pending		04-May-2001		
THE SLEEP NUMBER BED BY						
SELECT COMFORT (STYLIZED)	CA	Pending		04-May-2001		
SELECT COMFORT	CZ	Registered	0-80058	18-May-1993	187476	25-Jan-1996
SELECT COMFORT & DESIGN	CZ	Registered	0-105107	23-Oct-1995	205384	21-Nov-1997
SELECT COMFORT (BLOCK FORM)	DK	Registered	VA025031993	16-Apr-1993	VR019351995	24-Mar-1995
SELECT COMFORT (STYLIZED)	DK	Registered	VA041051993	24-Jun-1993	VR019361995	24-Mar-1995
SELECT COMFORT & DESIGN	DK	Registered	VA071401995	22-Sep-1995	VR024661996	19-Apr-1996
SELECT COMFORT & DESIGN	EU	Registered	336420	31-Jul-1996	336420	10-Jul-1998
SELECT COMFORT	EU	Registered	336479	31-Jul-1996	336479	08-Dec-1998
LUXFOR*	EU	Registered	929455	14-Sep-1998	929455	17-Mar-2000
AIRGONOMICS	EU	Registered	1005909	01-Dec-1998	1005909	27-Mar-2000
SLEEPTEC	EU	Registered	1043330	15-Jan-1999	1043330	12-Sep-2000
BELADOR*	EU	Published	1064054	03-Feb-1999		
BEDS.COM	EU	Pending	1813161	17-Aug-2000		
SLEEP NUMBER	EU	Pending	2116408	05-Mar-2001		
THE SLEEP NUMBER STORE BY						
SELECT COMFORT (STYLIZED)	EU	Pending	2207710	07-May-2001		
THE SLEEP NUMBER BED BY						
SELECT COMFORT (STYLIZED)	EU	Pending	2208106	07-May-2001		
SELECT COMFORT	FI	Registered	3865/92	10-Aug-1992	134433	20-Oct-1994
SELECT COMFORT & DESIGN	FI	Registered	6816/95	23-Nov-1995	204298	31-Jan-1997
SELECT COMFORT	FR	Registered	93/477682	23-Jul-1993	93/477682	07-Jan-1994
SELECT COMFORT & DESIGN	FR	Registered	95/589462	25-Sep-1995	95/589462	23-Aug-1996
SELECT COMFORT	GB	Registered	1528905	08-Mar-1993	B1528905	08-Mar-1993
SELECT COMFORT & DESIGN	GB	Registered	2040419	05-Oct-1995	2040419	05-Jul-1996
SELECT COMFORT	HG	Registered	M9302423	19-May-1993	138769	12-Sep-1996
SELECT COMFORT & DESIGN	HG	Registered	M9502628	18-Sep-1995	149027	18-Sep-1995
SELECT COMFORT & DESIGN	HK	Registered	11488/1995	13-Sep-1995	B6490/1999	02-Jun-1995
SELECT COMFORT	IE	Registered	93/1570	16-Apr-1993	B157043	16-Aug-1995
SELECT COMFORT & DESIGN	IE	Registered	95/7370	23-Oct-1995	172056	23-Oct-1995
SELECT COMFORT & DESIGN	IL	Registered	100962	22-Sep-1995	100962	08-May-1997
SLEEP NUMBER	IL	Pending	147131	04-Mar-2001		
SLEEP NUMBER	IL	Pending	147128	06-Mar-2001		
SLEEP NUMBER	IL	Pending	147129	06-Mar-2001		
SELECT COMFORT	IT	Registered	RM93C001651	20-May-1993	660544	17-Oct-1995
SELECT COMFORT & DESIGN	IT	Registered	MI95C 012025	30-Nov-1995	733670	14-Nov-1997
SELECT COMFORT (STYLIZED)	JP	Registered	04-136476/92	07-Jul-1992	4218654	11-Dec-1998
SELECT COMFORT IN JAPANESE						
(KATAKANA)	JP	Registered	71875/93	02-Jul-1993	4291185	09-Jul-1999
SELECT COMFORT & DESIGN	JP	Registered	043827/1995	27-Apr-1995	4290799	02-Jul-1999
SELECT COMFORT IN KATAKANA						
& DESIGN	JP	Registered	043828/1995	27-Apr-1995	4290800	02-Jul-1999

SLEEP NUMBER	JP	Published	2001-19204	05-Mar-2001		
SELECT COMFORT & DESIGN	KR	Registered	95-44820	27-Nov-1995	392480	23-Jan-1998
SELECT COMFORT	MX	Registered	243048	13-Sep-1995	515344	29-Jan-1996
SELECT COMFORT & DESIGN	MX	Registered	243047	13-Sep-1995	543503	28-Feb-1997
SLEEP NUMBER	MX	Pending		05-Mar-2001		
SLEEP NUMBER	MX	Pending		05-Mar-2001		
SELECT COMFORT	NO	Registered	92.402	11-Aug-1992	165583	24-Nov-1994
SELECT COMFORT & DESIGN	NO	Registered	19955698	14-Sep-1995	196403	10-Mar-1999
SELECT COMFORT	RU	Registered	93026620	08-Jun-1993	127374	16-Jun-1995
SELECT COMFORT	TW	Registered	84053853	28-Oct-1995	738020	01-Dec-1996
SELECT COMFORT & DESIGN	TW	Registered	84053854	28-Oct-1995	738047	01-Dec-1996
SELECT COMFORT & DESIGN	ZA	Registered	95/12092	13-Sep-1995	95/12092	02-Jun-1995
SELECT COMFORT	ZA	Registered	95/12091	13-Sep-1995	95/12091	04-Sep-1998

*BELADOR, LUXFOR and SOFT-TOP marks will not be maintained